



Thank you for your interest in becoming a member of the CoreLogic Valuation Services (“CVS”) Appraiser Panel. The following documents must be completed in their entirety and returned to CVS for your application to be considered.

Application Documents:

- _____ Residential Appraiser Application - Pages 4-6
- _____ Diverse Supplier Identification Questionnaire - Pages 7-8
- _____ Independent Contractor Engagement Agreement - Pages 9-13

External Documents:

- _____ Active license(s)
- _____ Current Errors & Omissions Insurance Certificate
- _____ W9 Form (January 2011 version)
- _____ Resume

Firms with multiple appraisers should have an application completed and signed by each appraiser within the firm.

Please send your complete application package to:

Email: amanagement@corelogic.com
Fax: (800)845-2203

If you have any questions regarding the application, please contact:

(800)791-7145, option 1, option 3



CVS Order Service Requirements

Status updates are required throughout the valuation process and should be communicated through our online appraisal management system. If you need to discuss specific issues, please email or call a CVS representative.

All communication sent to you by CVS must be responded to within a reasonable time frame. You are responsible for ensuring that CVS has your correct contact information. Please contact CVS if you are unsure of what information CVS has on record, or if you need to change your contact information.

Delays that may change the expected delivery date of a report to CVS must be communicated to CVS immediately. For the purposes of monitoring appraiser performance, acceptable delays not caused by the appraiser will not negatively impact performance metrics when properly communicated to CVS. Acceptable delays include only those that are beyond the control of the appraiser. Examples include borrower delays and severe weather.

Appraisal Status Points:

Order Confirmation/Assignment Acceptance
Inspection Scheduled
Inspection Completed
Delays Encountered / Delays Resolved
Quality Issue Received

Order Confirmation/Assignment Acceptance

- Must be made within 6 business hours

Within 24 hours of assignment:

- Contact borrower or primary contact to schedule inspection

Within 48 hours of assignment:

- Schedule inspection
- Update order online with scheduled inspection date

Within 48 hours of inspection date:

- Submit completed report

Within 24 hours of Quality Issue notice:

- Corrections requests are expected to be addressed and returned immediately and any delays must be communicated to CVS within 24 hours of receipt.

Turn Around Time Requirements*

- 5 business days for Interior products
- 3 business days for Exterior products
- 1 business day for Desktop products
- 1 business day for Quality Issue corrections

* These are typical turn-around-time requirements. Orders may be placed on hold when delays not caused by the appraiser are properly communicated. These requirements may not be in effect on all orders.

Client Returns & Appraisal Reconsiderations

CoreLogic allows clients to submit Client Return & Appraisal Reconsideration Requests on completed orders. These are requests to correct objective factual errors on the appraisal and/or provide additional information or explanation about the basis of a valuation. All requests must be addressed and returned by the appraiser immediately. Any delays must be communicated to CVS within 24 hours of receipt.



Appraiser Acceptance Standards

The following is a description of the minimum requirements (i.e. standards, documentation, etc.) that an appraiser must meet prior to acceptance to and at all times while participating on our Residential Appraiser Panel. These requirements are subject to change, in the sole discretion of CVS, without prior notice.

Qualification Standards

An applicant must:

- ◆ Hold a current state license or certification for real estate appraisal issued by a state organization or a state-regulated agency whose criteria for certification currently meets the minimum criteria issued by the Appraiser Qualification Board of the Appraisal Foundation. **NO TRAINEE LICENSES ARE ACCEPTED.**
- ◆ Understand secondary market guidelines, including those of the Government Sponsored Enterprises (e.g. Federal National Mortgage Association (“FNMA”) and Federal Home Loan Mortgage Corporation (“FHLMC”)) and HUD, and be able to competently apply such guidelines as well as any more stringent guidelines established by CVS or its clients.
- ◆ Be qualified and in good standing with any and all state licensing agencies in the state(s) in which appraisals are performed.
- ◆ Not be prohibited from performing appraisal work by any state licensing agencies.
- ◆ Not misrepresent any information in this application or other supporting documents contributing toward Applicant’s approval.

Approval Documentation Requirements

Applicant must:

- Complete the Residential Appraiser Application.
- Provide a current resume.
- Provide a copy of all current state licenses or certifications for each state in which the applicant has registered and desires to perform appraisal assignments.
- Provide a completed W-9 Form.
- Provide the applicant’s Errors and Omissions Insurance policy listing CoreLogic as a Certificate Holder. This certificate must be forwarded directly from the insurance carrier to CVS.
- Disclose if the applicant or the firm with which the applicant currently is employed is or ever has been involved in litigation where a regulatory agency or other institution was a party.

EDI Standards

CVS operates with a system of electronic data interchange (EDI) for electronic appraisal ordering and report transmission. An applicant accepted to our Residential Appraiser Panel must comply with these standards, or any other EDI standards implemented by CVS and agrees to maintain, at all times while providing services with CVS, software and system hardware to comply with these standards. These standards are subject to change as current technology changes or as CVS determines appropriate. CVS will advise its panel members of any changes to the most current standards employed by CVS.

Appraiser understands that CVS is not an agent of any software vendor and cannot provide technical support for appraiser’s software of choice. Appraiser also understands that CVS is not an agent of an Internet Service Provider (ISP) and cannot provide technical support for issues involved with appraiser’s ISP of choice. CVS does agree to provide the necessary information and support to provide general instruction on delivery, connection issues, and e-mail addresses to satisfy the electronic delivery requirements noted above. For all other issues, technical problems or support, Appraiser must contact the vendor or service provider directly.



Residential Appraiser Application

Applicant Full Name (as shown on license) _____

S.S. # _____ - _____ - _____

Tax ID # _____ - _____

Firm Name _____

Work Address _____

City _____ State _____ Zip _____ County _____

Phone (_____) _____ Cell (_____) _____ Fax (_____) _____

Email Address _____ Website: _____

Preferred contact number _____

Appraisal Background – Minimum of 3 years of licensed experience (excludes training time)

What is the original date you became a licensed appraiser? _____ (MM/DD/YYYY)

What is the original date you became a certified appraiser? _____ (MM/DD/YYYY)

Special Property appraisal experience: Conventional Yes _____ No _____ FHA Yes _____ No _____
 VA Yes _____ No _____ Relocation (ERC) Yes _____ No _____ REO Yes _____ No _____

License and Designation Information

State _____ License Type _____ License # _____ Expiration Date _____

State _____ License Type _____ License # _____ Expiration Date _____

State _____ License Type _____ License # _____ Expiration Date _____

Professional Designation _____ Sponsoring Organization _____

Service Area Please provide a breakdown of counties that you service entirely. If you do not service an entire county, please provide the zip codes of the areas you do service. Attach separate sheet if necessary.

State	County	Zip Code
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____



Additional Information

- ◆ Number of appraisers in office: _____
- ◆ Languages spoken other than English: _____
- ◆ Errors and Omissions Insurance – Required Minimum \$300,000 per occurrence and \$300,000 aggregate.
- ◆ A current policy certificate with CoreLogic listed as a Certificate Holder must be provided by your insurance carrier
Carrier Name _____ Policy Number _____

Appraisal Software Used: _____ Lighthouse: Yes ___ No ___
 CoreLogic Valuation requires you to submit your report in one of the following ways: eServices (ACI) or XSite Order Manager (Alamode).

Are your systems capable of EDI transmission? Yes _____ No _____

Professional Education - List continuing education classes taken within the last two years. Specify last USPAP class.

Class	Provider Name	Date	Hours

Professional Experience

Date From/To	Firm Name – Location – Duties	% Time Appraising



Disclosures

YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you or any principals, partners or operators of your business filed for bankruptcy or defaulted on an obligation to a federally insured institution within the past five years?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you or any principals, partners or employees ever been charged with or convicted of a felony?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you ever been or are you currently being disciplined by a state appraisal licensing agency or professional organization? (If yes, please attach letter of explanation)
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand that you will be acting entirely as an independent contractor and will not be considered now or in the future an employee of CVS, its subsidiaries, affiliates or related business entities and shall not share or participate in any performance incentives, pensions or other employee benefit programs?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand that you are acting as an independent contractor, and any and all revenue from CVS is recorded and reported on a Federal 1099 income report? In addition, if you are incorporated or a LLC, you will NOT receive a 1099.
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand that you will be solely responsible for any taxes, federal, state, local or other that may be the result of the service you provide or the income earned through CVS and that it is your responsibility to be aware of and comply with any and all applicable federal, state, local or other laws as they relate to the services you provide?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand that as an independent contractor you are not bound by any exclusivity to CVS and are free to seek and accept work in this or any field at your own discretion and that you should not be solely dependent on whatever work we can provide for your livelihood? In addition, do you realize that by accepting work as an Independent Contractor you are not, and will not, be receiving any exclusive rights in territorial assignment or in volume or types of work?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you give CVS permission to conduct a personal credit check and criminal on all of the principal stockholders, partners, owners or controlling operators listed on this application?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you or has your firm ever been or are you or your firm currently involved in a lawsuit? (If yes, please attach letter of explanation)
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Have you ever had a claim filed against your Errors and Omissions Insurance? (If Yes, please attach letter of explanation)
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand you must immediately notify CVS of any disciplinary action taken against you by the state board(s) which regulates the areas in which you appraise?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you have workers compensation coverage that satisfies the applicable requirements in the state or jurisdiction in which you are located?
YES <input type="checkbox"/>	NO <input type="checkbox"/>	Do you understand that you must and agree that you will maintain all necessary insurance requirements, as specifically set forth in the Independent Contractor Agreement, at all times during your relationship with CVS?

I understand that all appraisal assignments completed by me must conform to generally accepted appraisal standards as evidenced by the Uniform Standards of Professional Appraisal Practice (USPAP) promulgated by the Appraisal Standards Board (ASB) of the Appraisal Foundation, as well as investor guidelines and applicable federal, state and local laws, regulations, rules and ordinances.

I hereby authorize CVS to check my references and to verify any of the provided data. I have read and understand the Approval Documentation Requirements detailed on page 3 of this application and I certify all information provided on this application is true and agree to all terms and conditions set forth herein.

I understand that any omission or misrepresentation of material fact in this application may result in a denial of my application or my removal from CVS' appraiser panel. I acknowledge that CVS, at their sole discretion, may not accept my application or may change my status at any time. I hereby authorize the CVS to make any investigation of my background and to release copies of my application package, (application or resume and license) to their clients upon request, provided such clients are obligated to hold said copies in confidence.

Appraiser Signature

Date



Diverse Supplier Identification Questionnaire

At CVS, we are committed to promoting business opportunities for Minority, Woman, and Veteran Owned Businesses, and Small and Disadvantaged Businesses. By reinvesting in the communities we serve, CVS aims to become more highly recognized by diverse audiences, including clients who require specific levels of Supplier Diversity for the procurement of goods and services.

As part of this commitment, we are reaching out to you to further identify any Supplier Diversity classifications which may apply to your business. By providing us with this information, you will be assisting CVS in broadening our client base, which in turn will increase our potential for additional order volume.

1) Is your firm a Minority, Woman or Veteran Owned Business, or a Small or Disadvantaged Business?

YES NO

Definition of Minority, Woman, or Veteran Owned Business:

- A minority, woman or veteran-owned business is a for-profit enterprise, regardless of size.
- Ownership by minority group members, women or veterans means the business is at least 51% owned by such individuals or, in the case of a publicly-owned business, at least 51% of the stock is owned by one or more such individuals.
- Business is physically located in the United States or its trust territories.
- Owned, operated and controlled by minority group members, women or veterans.
- Management and daily operations are controlled by those minority group members, women or veterans.

2) If answered "YES" to Question 1, please select at least one diversity classification – check all that apply. Please see definitions on the following page.

- | | |
|--|--|
| <input type="checkbox"/> African American | <input type="checkbox"/> Small Business Enterprise |
| <input type="checkbox"/> Asian-Indian American | <input type="checkbox"/> Disadvantaged Business Enterprise |
| <input type="checkbox"/> Asian-Pacific American | <input type="checkbox"/> Small Disadvantaged Business |
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> HUB Zone Small Business |
| <input type="checkbox"/> Native American | <input type="checkbox"/> SBA 8(A) Certified |
| <input type="checkbox"/> Woman Owned Business | <input type="checkbox"/> Veteran-Owned Small Business |
| <input type="checkbox"/> Lesbian Gay Bisexual Transgender (LGBT) | <input type="checkbox"/> Service-Disabled Veteran-Owned Small Business |

3) Is your firm Certified as a Minority, Woman, Veteran, Small or Disadvantaged Business Enterprise?

YES NO If "YES", please list all certifications that apply. Please include certification letter with application.

Certifying Agency: _____ Certificate Number: _____ Expiration Date: _____

Certifying Agency: _____ Certificate Number: _____ Expiration Date: _____

4) Gender of Majority Ownership: FEMALE MALE

5) Year Business Established: _____

6) Please provide the following information regarding your business:

A) Annual Revenue: _____ C) Products and services offered: _____

B) Number of Employees: _____ D) Geography in which products/services can be provided: _____



MINORITY GROUP DEFINITIONS

Minority Group Members to include:

- **Asian-Indian:** A U.S. citizen whose origins are from India, Pakistan and Bangladesh.
- **Asian-Pacific:** A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
- **African American:** A U.S. citizen having origins in any of the Black racial groups of Africa.
- **Hispanic:** A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas of the following regions: Mexico, Central America, South America and the Caribbean Basin only. Brazilians shall be listed under Hispanic designation for review and certification purposes.
- **Native American:** A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part. Native Americans must be documented members of a North American tribe, band or otherwise organized group of native people who are indigenous to the continental United States and proof can be provided through a Native American Blood Degree Certificate (i.e., tribal registry letter, tribal roll register number).
- **Women Business Enterprise (WBE):** A women-owned business is at least 51 percent or more owned by a woman (or women), who is a U.S. citizen, and who controls the firm by exercising the power to make policy decisions and operates the business by being actively involved in day-to-day management.
- **Disadvantaged Business Enterprise (DBE):** Means a for-profit small business concern (1) that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- **HUB Zone Small Business:** Means a small business that appears on the list of Qualified HUB Zone Small Business maintained by the US Small Business Administration.
- **Service-Disabled Veteran-Owned Small Business:** Means a small business that: (i) is at least 51% unconditionally owned by one or more service-disabled veterans (as defined at 38 U.S.C. 101(2)), with a disability that is service connected, as defined in 38 U.S.C. 101(16)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more service-disabled veterans; and (ii) whose management and daily business operations are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran
- **Small Disadvantaged Business:** Means a small business that: (i) has received certification as a small disadvantaged business consistent with 13 CFR part 124, Subpart B; (ii) no material change in disadvantaged ownership and control has occurred since its certification; (iii) where the business is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000, after taking into account the applicable exclusions set forth at 13 CFR 124.104© (2); and (iv) is identified, the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration
- **Veteran-Owned Small Business:** Means a small business that: (i) is at least 51% unconditionally owned by one or more veterans (as defined at 38 U.S.C. 101(2)); or in the case of any publicly owned business, at least 51% of the stock of which is unconditionally owned by one or more veterans; and (ii) whose management and daily business operations are controlled by one or more veterans.

I certify all information provided on this application is true and agree to all terms and conditions set forth herein. I understand that any omission or misrepresentation of material fact in this application may result in a denial of my application or my removal from CVS' appraiser panel.

Signature

Date

CVS is fully committed to the policy and guidelines of the Community Reinvestment Act, Federal Fair Housing Act, and Equal Credit Opportunity Act and adheres to Non-Discrimination practices in the appraisal process. Federal regulations prohibit discrimination in the selling, brokering or appraising of residential real property. CVS does not support or encourage discrimination or like practices of any form.



Independent Contractor Agreement

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is entered into this ____ day of _____, 20____, ("Effective Date") by and between CoreLogic Valuation Services, LLC ("CVS") located at Bloomington, MN and _____, an independent contractor ("Appraiser") doing business at _____.

WHEREAS, CVS provides appraisal management services, which includes managing panels of licensed appraisers, to its clients; and

WHEREAS, the Appraiser is properly licensed to provide and does provide real estate valuations and appraisals ("Services") in various geographical areas and desires to provide such Services to CVS in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound, CVS and the Appraiser agree as follows:

1. NATURE OF SERVICES

Appraiser shall provide the Services in accordance with the terms and conditions of this Agreement. In performing the Services, the Appraiser shall determine the means and details necessary, using industry-accepted methods, standards and practices. CVS shall not control, direct or supervise the Appraiser. Appraiser may refuse any and all offers of appraisal assignments that they are not competent to complete.

2. TERM AND TERMINATION

This Agreement will commence on the Effective Date and shall continue in effect until terminated by either party at any time, without cause or penalty, by providing thirty (30) day, prior written notice to the other party. CVS may, in its sole discretion, immediately terminate this agreement upon written notice to Appraiser for administrative reasons or in the event the Appraiser: (1) violates or allegedly violates any applicable federal, state or local statute, regulation, ordinance, rule or opinion applicable, directly or indirectly, to the Services (collectively "Applicable Law"); (2) fails to comply with: (a) CVS' policies, procedures and standards, (b) investor or government sponsored enterprises guidelines, including the Home Value Code of Conduct or (c) the Uniform Standards of Professional Appraisal Practice ("USPAP") guidelines; or (3) breaches any of Appraiser's obligations, scope of work for the assignment, representations or warranties herein.

3. PAYMENT FOR SERVICES

3.1 Service Fees. CVS will pay Appraiser for each appraisal the appraisal fee set forth per the order assignment. Appraiser shall not invoice any other party for Services provided in connection with this Agreement.

3.2 Cancellations. If an appraisal order is canceled by CVS prior to Appraiser completing an inspection of the property, Appraiser is not owed and CVS shall not pay any fee. If CVS cancels an appraisal order after the inspection, as validated by the inspection date on CVS' website prior to the write-up and completion of the report, CVS shall pay Appraiser fifty percent (50%) of the applicable fee set forth in the fee schedule. If CVS cancels an appraisal order after Appraiser submits the appraisal inspection and report, CVS shall pay Appraiser the full applicable fee set forth in the fee schedule.

4. APPRAISER'S DUTIES

4.1 Performance Requirements.

(a) Appraiser and Appraiser employees shall make every effort to complete and deliver to CVS each order within the designated timeframe.

- 1) **TURN-AROUND TIME (TAT)** is defined as the time between order placement and the time the completed report is delivered to CVS. CVS TAT varies according to the product requested and whether a request is a "rush request". TAT begins when an appraisal request is issued by CVS to Appraiser's electronic mailbox and ends when CVS receives the report electronically. Exceptions to the standard: TAT variances are allowed upon approval by CVS, if the Appraiser notifies CVS at time of acceptance that the TAT expectation cannot be met. CVS retains the



right to reassign orders that will exceed a TAT. Specific product turn times will be provided with each order assigned by CVS and will be confirmed by Appraiser.

- (b) Appraiser shall comply and cause all Appraiser employees to comply with all Applicable Law, USPAP guidelines and CVS' policies, procedures and standards.
- (c) Appraiser shall at all times while performing Services in connection with this Agreement validly possess registrations, certificates, permits and any other similar documentation required by any federal, state or municipal agency for Appraiser's business, all of which must be in good standing with the appropriate regulatory body, (collectively "License") and maintain such Licenses throughout the term of this Agreement. Appraiser shall provide CVS with a copy of each such License and evidence of the renewal thereof.
- (d) Appraiser shall promptly notify CVS of any suspension, revocation or probationary status (or any threat or possibility thereof) of Appraiser's Licenses.
- (e) Appraiser shall conduct themselves in a professional manner and maintain a professional appearance at all times.
- (f) Appraiser shall deliver all Services directly to CVS and to no other party, including CVS' clients, without CVS' prior written consent.
- (g) Appraiser may not communicate or discussed the fees set forth herein with any third party without the prior written consent of CVS.
- (h) All information submitted by Appraiser to CVS in providing appraisal services and in applying for approval as a member of the CVS residential appraisal panel is true and correct as of the date of submission, and is true and correct as of the effective date of this Agreement.
- (i) Appraiser will complete all assignments in person and will not allow assignments to be completed by, or assigned to, Appraisers that are not on CVS' residential Appraiser panel, or to junior Appraisers/trainees without notification to, and prior approval by, CVS.
- (j) By accepting an assignment, Appraiser acknowledges that he/she has the knowledge and the experience to complete the assignment competently and is familiar with all significant market factors in the geographic areas of the subject property.

4.2 Expenses. The Appraiser shall be solely responsible for and pay all expenses, including but not limited to licensure, professional affiliations, automotive and travel expenses, taxes, insurance and federal, state and local employment-related filings associated, directly or indirectly, with the Services stated herein, including, but not limited to, social security taxes, disability, unemployment and workers' compensation insurance.

4.3 Appraiser Availability. Appraiser shall be accessible to CVS by telephone from 8:00 AM until 8:00 PM Monday through Saturday, governed by the time zone where the Appraiser is located ("Business Hours"). Appraiser must notify CVS if Appraiser will not be available during Business Hours, including planned vacations or other absences.

4.4 Communication; Data Transmission. CVS may request appraisal services from Appraiser by electronic communication and Appraiser shall obtain and maintain all equipment necessary to receive such request. Appraiser shall transmit all assignments to CVS by electronic communication unless otherwise agreed upon beforehand by the parties. Appraiser's use of electronic communications to transmit appraisals shall be secure; only Appraiser shall know the password required to transmit appraisals and only Appraiser shall have the access required to electronically transmit an appraisal with an electronic signature.

5. CONFIDENTIALITY

Appraiser acknowledges and agrees that, as a result of entering into and performing under this Agreement, Appraiser has and will have access to certain confidential information of CVS, CVS' clients, or the customers or borrower of such clients (collectively "Disclosing Party"). "Confidential Information" may be in written, oral, or electronic form and includes, without limitation, pricing information, operational procedures and handbooks, software, software documentation and other technical or scientific information. Confidential Information also shall include nonpublic personal information, as defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute and



the rules and regulations promulgated thereunder, all as may be amended or supplemented from time to time, ("GLBA") and any other applicable law, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Without limiting the foregoing and notwithstanding anything to the contrary herein, Confidential Information expressly includes the terms and pricing under this Agreement.

Information will not be deemed Confidential Information for purposes of this Agreement if such information: (1) is known to Appraiser prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (2) becomes known (independently of disclosure by the Disclosing Party) to Appraiser directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (3) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by Appraiser; or (4) is independently developed by Appraiser without reference to the Confidential Information of the Disclosing Party, as evidenced by Appraiser's records created in the ordinary course of business. All Confidential Information shall remain the exclusive property of the Disclosing Party. At any time upon request by the Disclosing Party, Appraiser shall promptly surrender to the Disclosing Party all Confidential Information in the Appraiser's possession, or destroy all copies thereof. Appraiser will not retain any copies of the disclosing Party's Confidential Information, except as required by Applicable Law. Upon written request, Appraiser will certify in writing that Appraiser has complied with any request for surrender or destruction.

During the term of this Agreement, Appraiser shall (a) use and reproduce the Disclosing Party's Confidential Information only to perform its obligations, (b) restrict disclosure of the Disclosing Party's Confidential Information to its employees and contractors on a need to know basis, and (c) not disclose the Confidential Information to any third party without first obtaining such third party's agreement to maintain the confidentiality of the Confidential Information under terms and conditions at least as stringent as those set forth in this Section. Notwithstanding the requirements of this Section, Appraiser may disclose Confidential Information to the extent it is required to do so under law or in a judicial or other governmental investigation or proceeding.

Appraiser represents that it has implemented policies and procedures reasonably designed to: (1) ensure the security and confidentiality of Confidential Information; (2) protect against any anticipated threats or hazards to the security or integrity of such information; (3) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to CVS; and (4) ensure the proper disposal of Confidential Information. Appraiser agrees to notify CVS promptly of any unauthorized disclosure of Confidential Information. The notification shall describe the breach or unauthorized access in reasonable detail, estimate the effect of the breach, and specify the corrective action taken. The obligations contained in this Section 5 shall survive termination of this Agreement.

6. REPRESENTATIONS AND WARRANTIES

Appraiser represents and warrants, as of the Effective Date, and on each date the Appraiser performs any obligations contained herein, as follows: (1) Appraiser is in compliance with all Applicable Law; (2) Appraiser possesses all licenses, registrations, certificates, permits and any other similar documentation required by any federal, state or municipal agency for Appraiser's business; and (3) Appraiser's Services do not infringe, misappropriate or violate the intellectual property rights of a third party.

7. OWNERSHIP OF DATA

CVS shall solely own all work product, data, information and documentation gathered or generated by the Appraiser ("Data") that is not owned by a third party ("CVS Data"). If any portion of the Data is owned by a third party (collectively referred to as "Third Party Data"), then Appraiser verifies that it has been granted a license to provide CVS the Third Party Data for the use specified in this Agreement. Appraiser shall not retain, own or provide CVS Data to any third party, in whole or in part, without the prior written consent of CVS, except that Appraiser may retain one copy of each appraisal file to the extent required to comply with applicable law.

8. LIABILITY

The Appraiser shall be solely responsible for any losses or damages attributable to Appraiser's actions or inactions associated with the Services described herein, whether such loss is caused to CVS or the ultimate end user of the Services.

Neither party shall be liable for indirect, consequential, special, or punitive damages of any kind, including lost profits or lost savings, even if the other party has made the party aware of the possibility thereof.



9. INDEMNIFICATION

The Appraiser shall defend, indemnify and hold harmless CVS, its current, former and future officers, directors, agents and employees, from and against, any and all claims, liability, losses, damages, expenses, costs and attorney's fees that CVS may be exposed to, suffer, expend or incur under or by reason of this Agreement and arising out of any action or inaction of Appraiser in connection with this Agreement, whether as a result of any negligence, willful misconduct, or otherwise.

Appraiser shall further indemnify, defend and hold CVS harmless from and against any and all claims, losses, liabilities, costs and expenses attributable to any allegation of intellectual property infringement arising out of this Agreement (unless such allegation arises from CVS' use of the Services in violation of this Agreement), provided that: (i) CVS gives Appraiser prompt written notice of any such allegation, and (ii) CVS reasonably cooperates with Appraiser, at Appraiser's sole expense, in the defense of any such allegation.

BECAUSE SOME JURISDICTIONS, INCLUDING VERMONT, DO NOT PERMIT SUCH INDEMNIFICATION BY THE APPRAISER, THIS SECTION 9 MAY NOT APPLY.

10. INSURANCE

Appraiser shall carry and maintain in force at all times and at Appraiser's expense, during the term of this Agreement (and, to the extent that any insurance is carried on a claims made basis, for such period thereafter that claims may be legally made with respect to occurrences during the term) and in any event prior to commencement of work under this Agreement, workers' compensation, liability, errors and omissions, or other similar types of insurance that provides at or above the levels set forth hereunder or appropriate and sufficient coverage in an amount or amounts that prudent providers of similar services would carry for any and all claims arising out of the performance of its Services under this Agreement and its indemnification obligations herein, whichever is greater. The Appraiser's policies of insurance shall: (i) be primary and non-contributory with respect to any insurance or self-insurance that may be maintained by CVS; (ii) be carried with companies rated A VI or better by A.M. Best; (iii) contain a requirement that CVS be given written notice at least thirty (30) days prior to any modification, cancellation or non-renewal; and (iv) contain a waiver of all rights of subrogation against CVS and its affiliates.

- (a) Workers' Compensation – as required by statute in the state or jurisdiction in which employees are located.
- (b) Errors and Omission/Professional liability - \$300,000 per occurrence; \$300,000 aggregate.

Proof of Coverage. Appraiser will provide CVS certificates evidencing the insurance coverage required concurrently with the execution of this Agreement and thereafter upon request. Appraiser will promptly advise CVS of any material change in Appraiser's insurance coverage. The minimum limits of coverage described herein are not intended, and shall not be construed, to limit any liability or indemnity of Appraiser under this Agreement, nor are the limits required represented to be adequate to protect the interests of Appraiser.

11. NOTICES

Any notice, demand, or communication that either party is required to give to the other party in connection with this Agreement will be in writing and will be transmitted through electronic mail, served personally or sent by prepaid United States mail or overnight courier service, to the Appraiser at the Appraiser's address set forth on the first page of this Agreement and to CVS as follows:

To CVS:	With a copy to:
CoreLogic Valuation Services, LLC	CoreLogic Real Estate Solutions, LLC
Attn: VP, Appraiser Management	Attn: Legal Counsel
2001 Killebrew Drive, Suite 460	1 CoreLogic Drive
Bloomington, MN 55425	Westlake, TX 76262

Either party may from time-to-time change its notification address by giving the other prior written notice of the new address and the date upon which it will become effective.

12. ENTIRE AGREEMENT

This Agreement constitutes the complete, final, entire, and exclusive agreement and understanding between the parties with respect to the subject matter herein. There are no representations, understandings or agreements hereto that are not fully expressed herein. This Agreement supersedes any and all prior agreements, representations and



understandings of the parties, written or oral, with respect to matters specifically set forth in this Agreement. Except as otherwise specifically provided in this Agreement, no addendum, supplement, modification or amendment of this Agreement will be binding unless executed in writing by the parties.

13. WAIVER

No change, waiver or discharge of this Agreement will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced. A waiver by either of the parties of any provision or breach shall not be a waiver of a preceding or subsequent breach of the same or any other provision nor shall it be a waiver of any other provisions or breach.

14. GOVERNING LAW AND VENUE

This Agreement will be governed by and construed in accordance with the laws of Texas without regard to choice of law principles of said state.

15. SEVERABILITY

In the event that any provision of this Agreement is held to be void or unenforceable by any court of competent jurisdiction, such holding shall not affect the enforceability of any other provisions of this Agreement and all such other provisions shall remain in full force and effect. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of remedies is severable from and independent of any other provision.

16. RELATIONSHIP OF PARTIES

Appraiser is acting solely as an independent contractor and is ineligible to participate in or receive any benefit from any benefit plan, program or other arrangement that may, from time to time, be available to employees of CVS including, but not limited to, any health, disability, or life insurance, vacation, or holiday pay, sick leave, profit sharing or pension plans. CVS will not provide workers' compensation insurance for Appraiser. Nothing contained herein, whether explicit or implied, shall constitute, create or evidence an employee/employer relationship. Appraiser shall not represent him or herself, directly or by implication, as an employee or agent of CVS.

17. NO MINIMUM GUARANTEE

Placement on any of CVS' or a specific CVS client's appraiser panels does not guarantee, whether express or implied, a minimum volume or amount of appraisal orders, compensation or revenue. Appraisal orders are assigned on a case-by-case basis, in CVS sole discretion, based on factors deemed relevant from time to time, by CVS.

18. SURVIVAL

Any provision of this Agreement which contemplates performance subsequent to the expiration or earlier termination of this Agreement, or which expressly states that it shall survive termination of the Agreement, shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied.

19. ASSIGNMENT AND BINDING NATURE

The Appraiser may not assign or transfer this Agreement or any rights, benefits, duties or obligations hereunder without CVS' prior written consent. Any and all attempts to assign this Agreement or the rights, benefits, duties and obligations hereunder that do not comply with this Section 19 shall be a material breach of this Agreement and shall be null and void. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

20. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties hereto shall not affect the validity hereof. For the avoidance of doubt, a signature on a copy of this Agreement received by either party by facsimile or portable document format (PDF) is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original.



21. CAPTIONS

The captions in this Agreement are for convenience only and shall not be interpreted or construed to explain, modify or aid in the interpretation, construction or meaning of any provision of this Agreement.

22. NON-COMPETE

During the term of this Agreement and for twelve (12) months following the termination of this Agreement, Appraiser will not solicit appraisal work from businesses introduced to Appraiser by virtue of the relationship with CVS. This includes referencing the relationship between Appraiser and CVS and/or offering to complete appraisal assignments directly for CVS' clients.

This Agreement has been executed by an authorized agent of each party as of the Effective Date.

(Print Appraiser's Name)

CoreLogic Valuation Services, LLC

By: _____

By: _____

Its: _____

Its: _____